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NATIONAL CASH REGISTER CO. v. BURROW, et al.

March 10, 1910.

[67 S. E. 370.]

1. Sales (§ 465*)—Conditional Sales—Contract—Sufficiency—Docketing.—Under Code 1904, § 2462, requiring registry of a conditional sale contract from the original contract, and that the clerk must have before him and put on the docket the date of the contract, the amount due thereon, and where and how payable, a contract for the sale of cash registers providing that a note for a stated part of the purchase price payable in 10 monthly installments of certain amounts be executed by the purchasers on the arrival of the goods, and dated at any time they wished, which did not show the date of the note, and was docketed nearly a month before it was dated, was incapable of being docketed under the statute.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1353; Dec. Dig. § 465.* 11 Va.-W. Va. Enc. Dig. 689, et seq.]

2. Sales (§ 473*)—Conditional Sales—Bona Fide Purchasers—Registration of Contract.—A recorded conditional sale contract to operate as constructive notice to subsequent purchasers and incumbrancers must afford them, not only a means of ascertaining with accuracy what property is covered and where it is, but its language must be such that, if they examine the instrument itself, they will obtain thereby actual notice of all the rights intended to be created or conferred by it.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1384; Dec. Dig. § 473.* 10 Va.-W. Va. Enc. Dig. 19, et seq.]

Error to Circuit Court of City of Norfolk.

Action by the National Cash Register Company against Burrow and Martin, trustees. From a judgment for defendants, plaintiff brings error. Affirmed.

Jeffries, Wolcott, Wolcott & Lankford, for plaintiff in error.
J. G. Martin, for defendants in error.

NATIONAL CASH REGISTER CO. v. NORFOLK CITY RE-
ALTY CO. et al.

March 10, 1910.

[67 S. E. 372.]

Sales (§ 473*)—Conditional Sales—Bona Fide Purchasers—Registration of Contract—Sufficiency.—The recording of conditional sale contracts consisting merely of orders for cash registers of certain

*For other cases see same topic and section NUMBER in Dec. & Am. Digs. 1907 to date, & Reporter Indexes.